

OFFICIAL FILE

ILL. C. C. DOCKET NO. 00-0059

St. 11 Exhibit No. 1

STATE OF ILLINOIS

Witness \_\_\_\_\_ ILLINOIS COMMERCE COMMISSION

Date 02/07/00 Reporter CB

ILLINOIS  
COMMERCE COMMISSION

FEB 8 9 45 AM '00

GTE NORTH INCORPORATED,  
GTE SOUTH INCORPORATED  
and NPCR, INC.

)  
CHIEF CLERK'S OFFICE

) 00-0059

Joint Petition of GTE North Incorporated, GTE South Incorporated,  
and NPCR, INC. For Approval Pursuant to 47 U.S.C. §§ 252(i)  
Regarding Adoption of an Interconnection Agreement.

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**VERIFIED STATEMENT OF A. OLUSANJO OMONIYI**

My name is A. Olusanjo Omoniyi and I am employed by the Illinois Commerce Commission as a Policy Analyst in the Telecommunications Division. I graduated from Southern Illinois University at Carbondale with a Bachelor of Arts degree in Cinema & Photography and Bachelor of Science degree in Radio-Television in 1987. In 1990, I obtained a Master of Arts degree in Telecommunications and a Juris Doctor in 1994 also from Southern Illinois University at Carbondale. Among my duties as a Policy Analyst is to review negotiated agreements and provide a recommendation as to their approval.

**SYNOPSIS OF THE AGREEMENT**

The instant agreement between GTE NORTH INCORPORATED, GTE SOUTH INCORPORATED (collectively "GTE" or "Carrier") and NPCR, INC. ("NPCR or Requesting Carrier"), dated January 25, 2000, is effective until March 4, 2000, and it continues in effect for consecutive six (6) month terms unless either party gives the other party at least ninety (90) calendar days written notice of termination. This

agreement adopted the terms of the Interconnection Agreement between GTE and NEXTEL WEST CORP that was approved by the Commission as an effective agreement in Docket 99-NA-001, including but not limited to, the date of expiration. Also, the agreement establishes the financial and operational terms for: the physical interconnection between GTE and NPCR networks on mutual and reciprocal compensation; unbundled access to GTE's network elements, including GTE's operations support systems functions; physical collocation of certain equipment; number portability; resale and a variety of other business relationships. The rates for GTE's services available for resale are based upon an avoided cost discount from GTE's retail rates.

The purpose of my verified statement is to examine the agreement based on the standards enunciated in section 252(e)(2)(A) of the 1996 Act. Specifically, this section states:

The State commission may only reject-  
an agreement (or any portion thereof) adopted by negotiation under subsection  
(a) if it finds that-

- (i) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or
- (ii) the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity.

## **I. APPROVAL UNDER SECTION 252(e)**

### **A. DISCRIMINATION**

The first issue that must be addressed by the Commission in approving or rejecting a negotiated agreement under Section 252(e)(2)(A) is whether it discriminates against a telecommunications carrier that is not a party to the agreement.

Discrimination is generally defined as giving preferential treatment. In previous dockets, Staff has taken the position that in order to determine if a negotiated agreement is discriminatory, the Commission should determine if all similarly situated carriers are allowed to purchase the service under the same terms and conditions as provided in the agreement. I recommend that the Commission use the same approach when evaluating this negotiated agreement.

A carrier should be deemed to be a similarly situated carrier for purposes of this agreement if telecommunications traffic is exchanged between itself and GTE for termination on each other's networks and if it imposes costs on GTE that are no higher than the costs imposed by NPCR. If a similarly situated carrier is allowed to purchase the service(s) under the same terms and conditions as provided in this contract, then this contract should not be considered discriminatory. Evaluating the term discrimination in this manner is consistent with the economic theory of discrimination. Economic theory defines discrimination as the practice of charging different prices (or the same prices) for various units of a single product when the price differences (or same prices) are not justified by cost. See, Dolan, Edwin G. and David E. Lindsey, Microeconomics, 6<sup>th</sup> Edition, The Dryden Press, Orlando, FL (1991) at pg. 586. Since Section 252(i) of the 1996 Act allows similarly situated carriers to enter into essentially the same contract, this agreement should not be deemed discriminatory.

#### **B. PUBLIC INTEREST**

The second issue that needs to be addressed by the Commission in approving or rejecting a negotiated agreement under Section 252(e)(2)(A) is whether it is contrary to the public interest, convenience, and necessity. I recommend that the Commission

examine the agreement on the basis of economic efficiency, equity, past Commission orders, and state and federal law to determine if the agreement is consistent with the public interest.

In previous dockets, Staff took the position that negotiated agreements should be considered economically efficient if the services are priced at or above their Long Run Service Incremental Costs ("LRSICs"). Requiring that a service be priced at or above its LRSIC ensures that the service is not being subsidized and complies with the Commission's pricing policy. All of the services in this agreement are priced at or above their respective LRSICs. Therefore, this agreement should not be considered economically inefficient.

Nothing in this agreement leads me to the conclusion that the agreement is inequitable, inconsistent with past Commission Orders, or in violation of state or federal law. Therefore, I recommend that the Commission approve this agreement.

## **II IMPLEMENTATION**

In order to implement the GTE- NPCR ., agreement, the Commission should require GTE to, within five days from the date the agreement is approved, modify its tariffs to reference the negotiated agreement for each service. Such a requirement is consistent with the Commission's Orders in previous negotiated agreement dockets and allows interested parties access to the agreement. The following sections of GTE tariffs should reference the GTE- NPCR Agreement: Agreements with Telecommunications Carriers (ICC No. 10 Section 18).


Furthermore, the Commission should require GTE to file a copy of the approved agreement with the Chief Clerk's Office, within five days from the date the agreement is approved. The Chief Clerk should be directed to place the agreement in a separate binder. Such a requirement is also consistent with the Commission's Orders in previous negotiated agreement dockets.

For the reasons enumerated above, I recommend that the Commission approve this agreement pursuant to Section 252(e) of the Telecommunications Act of 1996.

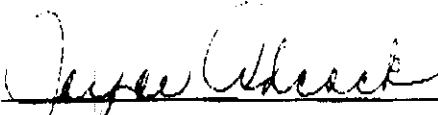
## VERIFICATION

STATE OF ILLINOIS           )  
  ) SS  
COUNTY OF SANGAMON       )

I, A. Olusanjo Omoniyi, do on oath depose and state that if called as a witness herein, I would testify to the facts contained in the foregoing document based upon personal knowledge.

  
\_\_\_\_\_

SIGNED AND SWORN TO BEFORE ME THIS 3rd DAY OF  
February, 2000.

  
\_\_\_\_\_  
NOTARY PUBLIC



STATE OF ILLINOIS  
ILLINOIS COMMERCE COMMISSION

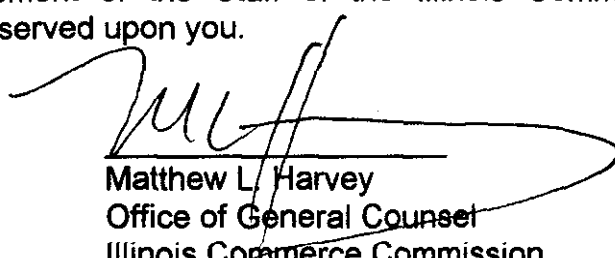
GTE North Incorporated,  
GTE South Incorporated and  
NPCR, Inc.

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Adoption Pursuant to 47 U.S.C § 252(i)  
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Agreement.

**NOTICE OF FILING**

**PLEASE TAKE NOTICE** that we have on this 4<sup>th</sup> day of February, 2000, filed with the Chief Clerk of the Illinois Commerce Commission, 527 East Capitol Avenue, Springfield, Illinois, the Verified Statement of the Staff of the Illinois Commerce Commission, a copy of which is hereby served upon you.



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Counsel for the Staff of the  
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**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that copies of the above Notice, together with copies of the document referred to therein, have been served upon the parties to whom the Notice is directed by first-class mail, proper postage prepaid, from Chicago, Illinois, or by facsimile on this 4<sup>th</sup> of February, 2000.



Matthew L. Harvey

**SERVICE LIST**  
**Docket # 00-0059**  
**GTE.....MLH**

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